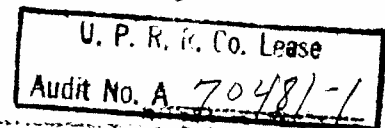


ASSIGNMENT



RIDER TO BE ATTACHED TO AGREEMENT

C.L.D. No. 10909-1

L. D. No. M. Div. No. Audit No. A-70481-1

Between LOS ANGELES & SALT LAKE RAILROAD COMPANY and its Lessee, UNION PACIFIC RAILROAD COMPANY
and HAROLD PRESTON and VIRGIE C. PRESTON, husband and wife as Joint Tenants

Prior Assignments—Date --- Name of assignee ---

Date --- Name of assignee ---

Covering lease of site for garage, material and storage yard, and the storage and handling of petroleum products, excepting gasoline and other volatile liquids, but including a weed chemical.

Location Whittier, Los Angeles County, California.Dated Dec. 24, 1951 Effective Date Jan. 28, 1952 Expiration (Original) Jan. 28, 1957

Expiration (by latest extension) ---

Supplements, including extension riders—Dates ---

THIS AGREEMENT, made and entered into this 16th day of Dec., 1953, by and between
HAROLD PRESTON and VIRGIE C. PRESTON, husband/wife as Joint Tenants,

(hereinafter called "Assignor"), party of the first part,

HAROLD PRESTON, VIRGIE C. PRESTON, MERLE S. PRESTON and THOMAS WAYNE PRESTONa partnership doing business as PRESTON WEED CONTROL COMPANY,(hereinafter called "Assignee"), party of the second part, and LOS ANGELES & SALT LAKE RAILROAD COM-PANY, and its Lessee, UNION PACIFIC RAILROAD COMPANY, a corporation of the Stateof Utah (hereinafter called "Railroad Company"), party of the third part,

WITNESSETH:

It is mutually covenanted and agreed by and between the parties hereto as follows:

Section 1. The Assignor, for a valuable consideration, does hereby sell, assign, transfer and set over to the Assignee all of the Assignor's right, title and interest in and to the agreement above described.

Section 2. The Assignee hereby accepts the above assignment and agrees to be bound by and to perform and observe fully and faithfully all of the covenants, stipulations and conditions contained in said agreement to be performed and observed by the Assignor and assumes all liabilities mentioned in said agreement to be assumed by the Assignor.

Section 3. The Railroad Company, in consideration of the covenants and agreements of the Assignor and the Assignee herein contained, gives its consent to the aforesaid assignment; PROVIDED, however, that such consent shall not be deemed or construed to authorize any further assignment of said agreement, whether voluntary, by operation of law, or otherwise, without the consent in writing of the Railroad Company thereto first had and obtained; and PROVIDED, FURTHER, that, as between the Assignor and the Railroad Company, neither said assignment nor anything herein contained shall be construed as releasing the Assignor, in the event of default by the Assignee, from the obligation to perform all of the covenants contained in said agreement to be performed by the Assignor, or from any of the liabilities assumed by the Assignor under said agreement.

Section 4. This agreement shall be considered as taking effect as of the 16th day
of December, 1953.

Witness: Theresa L. Cappell
Theresa L. Cappell

Harold Preston
Virgie C. Preston
Assignor.

Theresa L. Cappell
Theresa L. Cappell
Witness: Theresa L. Cappell
Theresa L. Cappell

Harold Preston
Virgie C. Preston
Wyle S. Preston
Thomas Wayne Preston
A partnership, dba ~~Assignor~~
PRESTON WEED CONTROL COMPANY,
Assignee

Witness:

M. L. Lissman

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

By A. S. Hansen
General Manager

Approved as to Form

W. C. C.

General Solicitor

APPROVED

P. E. Adamson
INDUSTRIAL ENGINEER

APPROVED

[Signature]
MANAGER OF PROPERTIES

APPROVED

W. A. Jorden

H. J. Nash
TRAFFIC MANAGER

APPROVED
C. M. Bates
General Land and Tax Agent

Approved as to Execution

[Signature]

Assistant General Solicitor

APPROVED

W. Smith

SUPERINTENDENT